MYSORE FOREST DEPARTMENT.

Notification No. E. 375-1346-28, *dated* 13*th June* 1929.

Tenders are invited for the purchase of the exclusive right of collecting Tangadi (Avaram) bark (Cassia auriculata) and Kakke (Cassia fistula) barks on all Government unoccupied lands and State Forests from 1st July 1929 to 30th June 1931, in the undermentioned Taluks and Hoblies in the State, so as to reach the Chief Conservator of Forests in Mysore, Bangalore, not later than 12 NOON on the 27th June 1929 :—

N. B.—Tenders may be given Talukwar or Hobliwar.

1. Mysore District:—
   (i) Malvalli Taluk.
2. Kolar District:—
   (i) Kolar Taluk.
   (ii) Mulbagal Taluk.
   (iii) Bagepalli ,,
   (iv) Sidlaghatta ,,
   (v) Srinivaspur ,,
   (vi) Goribidnur ,,
   (vii) Bowringpet ,, and
   (viii) Malur ,,
3. Tumkur District:—
   (i) Sira Taluk:—
      (*a*) Sira Hobli
   (ii) Madhugiri Taluk:—
      (*a*) Madhugiri Hobli
      (*b*) Dodderi ,,
      (*c*) Midigesi ,,
      (*d*) Ittigadibbanahalli Hobli
      (*e*) Kodigenahalli ,,
      (*f*) Puravara ,,
   (iii) Pavagada Taluk:—
      (*a*) Pavagada Hobli
      (*b*) Mugadalbetta Hobli
      (*c*) Nidagal ,,
      (*d*) Nagalmadike ,,
      (*e*) Hoskote ,,
   (iv) Chiknayakanhalli Taluk:—
      (*a*) Settikere Hobli.
   (v) Tiptur Taluk:—
      (*a*) Kibbanhalli Hobli.
      (*b*) Tiptur ,,
   (vi) Gubbi Taluk:—
      (*a*) Gubbi Hobli.
      (*b*) Chittanahalli Hobli
      (*c*) Chelur ,,
      (*d*) Dandinasivara ,,
   (vii) Kunigal Taluk:—
      (*a*) Kunigal Hobli
      (*b*) Yediyur ,,
      (*c*) Amrutur ,,
      (*d*) Huliyurdurga Hobli
      (*e*) Hatridurga ,,
      (*f*) Kottagere ,,
   (viii) Koratagere Taluk.—
4. Chitaldrug District:—
   (i) Chitaldrug Taluk:—
      (*a*) Chitaldrug Hobli
      (*b*) Guntanur ,,
      (*d*) Turavanur ,,
   (ii) Challakere Taluk:—
      (*a*) Parasurampura Hobli
      (*b*) Nayakanhatti ,,
   (iii) Jagalur Taluk.
   (iv) Hiriyur Taluk:—
      (*a*) Hiriyur Hobli
      (*b*) Javagondanahalli Hobli
      (*c*) Dharmapur Hobli
      (*d*) Iyamangala ,,
   (v) Holalkere Taluk.
   (vi) Davangere Taluk.
   (vii) Hosadurga Taluk:—
      (*a*) Srirampura Hobli
      (*b*) Madadkere ,,
   (viii) Harihara Sub-Taluk.
5. Hassan District:—
   (i) Hassan Taluk.
   (ii) Alur Sub-Taluk.
   (iii) Arkalgud Taluk.
   (iv) Manjarabad ,,
   (v) Belur ,,
   (vi) Arsikere ,,
6. Kadur Division:—
   (i) Mudgere Taluk.
   (ii) Chikmagalur Taluk.
   (iii) Kadur ,,
7. Bhadravati Division.—
   (i) Tarikere Taluk.
   (ii) Narasimharajapura Sub-Taluk.
8. Shimoga Division.—
   (i) Shimoga Taluk.
   (ii) Tirthahalli Taluk.
9. Sagar Division:—
   (i) Sagar Taluk.
   (ii) Sorab ,,
   (iii) Nagar ,,

Remarks.—Includes produce on all Government unoccupied lands, Amrut Mahal Kavals, Plantations and State Forests and excludes the produce of Inam, Jodi, Kayamgutta, Survamanya, Kandayam and other lands which are in the occupancy of private individuals.

N.B.—Removal of Kakke bark in Plantations is prohibited.

The Government will not make any extra demand for lands resigned from occupation and the lessee shall not be entitled to any rebate on account of lands taken up for cultivation during the currency of the lease,

2. Each tender should be superscribed "Tender for the purchase of Tangadi and Kakke Barks" and should be accompanied by a deposit of Rs. 200 in currency notes which will be returned in the case of unsuccessful tenderers. Each tenderer should produce a solvency certificate from the Amildar of the taluk in which he resides, in regard to his solvency.

3. Tenders from defaulters on account of previous leases will not be accepted.

4. The highest tenderer shall ordinarily be the purchaser.

5. The Chief Conservator of Forests reserves to himself the right to accept or reject the highest or any other tender without assigning any reason therefor.

6. The names of accepted tenderers will be put up on the Notice Board of the Office of the Chief Conservator of Forests in Mysore, Bangalore, and this must be accepted as sufficient intimation of the fact.

7. Within three days of the acceptance of tender, the purchaser shall credit into the Government Treasury, one-quarter of the total sale amount including the deposit of Rs. 200, together with local, railway and other cesses, *on the full lease amount* at the rates prevailing in the District. In default, the deposit already made will be forfeited and the right resold either by auction sale or inviting tenders. Such resale will be at the risk of the defaulting purchaser who will be liable to make good any loss that may result to Government by it, but will have no claim to any surplus accruing therefrom. Such losses shall be recoverable as an arrear of land revenue.

8. Within three days of the notice of acceptance of the tender, the successful tenderer shall execute an agreement, at one for each unit, with one or more sureties to the satisfaction of the District Forest Officer of the District concerned, on a stamped paper of the value of ten annas procured at his own cost, and also furnish security deposit of Rs. 500 or one-quarter of the sale amount whichever, is less, for each unit, for the due fulfilment of the conditions of the contract, in the shape of Government Savings Bank Deposit. In default either to execute the agreement with the necessary sureties or to furnish the required security, or both, the contract will be cancelled, all the monies already paid, forfeited to Government, and the right resold either by auction sale or inviting tenders, at the defaulter's risk. He shall have no claim to any surplus accruing from such resale, but shall be liable for the loss arising therefrom, which will be recovered as an arrear of land revenue under Section 79 of the Mysore Forest Regulation. After executing the agreement and furnishing the security, the successful tenderer shall before entering on the collection of the bark, obtain from the District Forest Officer a permit in the prescribed form authorising him to commence the bark collection.

N.B.—(i) The solvency and therespectability of the sureties should be proved to the satisfaction of the District Forest Officer and the sureties shall be held responsible for all payments to be made under the lease and for the due fulfilment of all the conditions of the contract.

(ii) A sample form of the agreement may be seen at any of the District Forest Offices.

9. The balance of the sale amount shall be paid in three equal instalments at intervals of four months, as follows:—

First instalment on or before 1st November 1929.
Second instalment on or before 1st March 1930.
Third instalment on the 1st July 1930 or the next working day, if 1st July 1930 is a General Holiday.

10. In default to pay the instalments on the due dates, his contract shall be cancelled and the right resold, the defaulter being liable for any defict in the amount due to Government less the amount already paid. He shall have no claim on the surplus accruing from such resale, but shall be liable to the loss arising therefrom, which shall be recovered as an arrear of land revenue under Section 79 of the Mysore Forest Regulation or any other law for the time being in force. Interest at 9 per-cent per annum, will be charged on all arrears of lease amount permitted to be paid after the due date but before the resales.

11. No concession of any kind will be shown to the contractor for loss on any account.

Further conditions to be entered in the agreement are:—

(*a*) The lessee shall hold himself responsible to prevent the cutting of tender stems under one year by himself, his servants or agents,

(*b*) The lessee shall furnish a list of sub-contractors, agents or maistries and servants who may be appointed by him for the collection of the bark.

(*c*) The lessee shall work out the lease himself and not transfer or sublet it to others without the previous sanction of the Chief Conservator of the Forests.

(*d*) The barked wood shall be the property of the lessee.

(*e*) The coolies employed by the lessee must take permits from the Range Officers when they enter State Forests.

(*f*) The lessee shall keep accounts showing the quantity of the bark collected and removed in accordance with the lease and to permit the inspection of such accounts by any Forest Officer of and above the rank of a Ranger having jurisdiction within the area referring to the lease, and officers of the Revenue and Police Departments of and above the rank of an Amildar or Police Inspector, respectively.

(*g*) The lessee shall render every month to the District Forest Officer in the prescribed form, an account of the number of cart-loads of tangadi and kakke barks collected and carted during the month.

(*h*) The lessee shall provide printed licenses and passes in triplicate for the collection and for the export of the bark under his signature. In the latter case, each cart-load must be covered by a pass. These licenses and passes which will be in books shall be obtained from the Range Forest Officer and will have a seal of the District Forest Officer impressed. The duplicate copies will be submitted to the Range Forest Officer on the day on which the license or pass is issued. When the books are completed, the counter-foils should be returned to the District Forest Officer through the Range Forest Officer and fresh supply obtained.

NOTE.—(i) Forest forms approved in Government Order No. G. 6119-21—Ft. 178-28-2, dated 20th November 1928, shall be used.

(ii) Unused licenses and books remaining with the lessee on 31st July 1931, shall be returned to the District Forest Officer and before the lessee claims the refund of the security Deposit.

(*i*) The lessee or sub-lessee, his agents or maistries and servants shall be held responsible for any fires caused by negligence either by themselves or by their workmen and shall prevent the occurrence of fires in the Forests in which they may be working and render prompt assistance in extinguishing such fires as may break out accidentally.

(*j*) They will also be liable under the Forest Regulation, irrespective of any action that may be taken under the contract.

They shall remove out of the limits of the District before the 31st July 1931, all bark collected and stored under the terms of the lease.

(*k*) Neither the lessee or sub-lessee, nor his employees, shall enter the State Forests either before sunrise or after sunset.

(*l*) No collection of the bark will be permitted in the State Forsets during the fire season, *i.e.*, from the 15th February to end of April of each year.

(*m*) The lessee or sub-lessee shall not interfere with the recognised rights of Inamdars.

(*n*) The lessee or sub-lessee shall hold himself responsible for the acts of his agents or servants in the business of collection and transport.

12. In the event of breach of any these conditions, the lease will be cancelled or the security amount forfeited in whole or in part or both these penalties will be enforced at the discretion of the Chief Conservator of Forests. In the case of mere forfeiture of the security deposit amount, the difference will be made good immediately by the contractor, and in the case of the cancellation of the lease, the right will be resold, the lessee not being entitled to moneys already paid by him or for the subsequent excess realisations by resale, the deficit, if any, that may result from such resale being recovered from him as an arrear of land revenue.

B. V. RAMAIENGAR,
Chief Conservator of Forests.